



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed, and for damages and loss, and an order to retain the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, signed received by the tenant on October 22, 2008, the tenant did not appear.

Issue(s) to be Decided

The landlord is seeking a monetary order for \$885.00 rent and parking for the month of June, 2008, \$120.00 compensation for cleaning costs, \$299.00 hauling fees and the \$50.00 cost of this application.

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent. This determination depends on answers to the following questions:

- Has the landlord met the landlord's burden of proof that the damage or loss was incurred due to the tenant's violation of the Act or agreement?
- Has the landlord provided proof for the amounts being claimed?
- Has the landlord taken all reasonable steps to minimize the loss or damage?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated June 4, 2008, a copy a Notice to End Tenancy for Cause dated May 26, 2008, a copy of the tenancy agreement, a copy of the move-in and move-out inspection report, copies of invoices for hauling and cleaning, a copy of an email from the tenant to the landlord advising that the landlord may keep the security deposit as well as the tenant's furniture and the landlord's written statement of claim. The landlord testified that the tenant failed to pay rent for the month of June 2008 and that the tenant vacated the unit on June 27, 2008. The landlord testified that the tenant had participated in the move-out inspection and agreed in writing to the costs, "per receipt" for future invoices, but then failed to provide a forwarding address. However, the tenant's current address for service was obtained when the tenant made an application for dispute resolution with a hearing held on October 24, 2008 in which the tenant's application was dismissed. The landlord made application on October 15, 2008 and is now seeking monetary compensation in the amount of \$1,304.00.

Analysis

In regards to an applicant's right to claim damages from the another party, Section 7 of the Act states that if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

I find that in order to justify payment of damages under section 67, the Applicant would be required to prove that the other party did not comply with the Act and that this non-compliance resulted in costs or losses to the Applicant, pursuant to section 7.

I find that the landlord has successfully met the burden of proof in establishing a total monetary claim of \$1,354.00 comprised of \$885.00 rent and parking for the

month of June, 2008, \$120.00 compensation for cleaning costs, \$299.00 hauling fees and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and interest of \$456.77 in partial satisfaction of the claim leaving a balance due of \$897.23

Conclusion

I hereby grant the landlord a monetary order under section 67 for \$897.23. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Dated: December, 2008